CONTRACT



WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

And:

National Media Inc. 815 Slaters Lane Alexandria, VA 22314

	Contract / Re	vision		Ait Order #	
	936783	/ 2			
Product					
ssue					
Contract Dates	Estimate #				
07/27/12 - 08/10/12	2890				
Advertiser		Ori	iginal Date / Revision		
Republican National Committee		0	08/06/12 / 08/06/12		
	Billing Cycle	Rilling	Cal	endar Cash/Trade	

Billing Cycle	Billing Cale	<u>endar</u>	Cash/Trade
EOM/EOC	Broadcast	Broadcast Cash	
Station	Account Ex	<u>kecutive</u>	Sales Office
WMUR	Linda Mag	ay	Manchester
Special Handl	ling		
Demographic			
Adults 35+			
IDB#	Advertiser	Code	Product Code
100#	Auvertiser	Code	1 Todact Code
Agency Ref		Advertiser	<u>Ret</u>

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type	Spots	Amount
N 1 WMUR07/27/12 08/02/12 5a Daybreak NON-PREEMPTIBLE	5-6a	:30	NM	2	\$3,000.00
Week: 07/27/12 End Date Weekdays Spots/Week 2	<u>Rate</u> \$1,500.00				
N 2 WMUR07/27/12 08/02/12 6a Daybreak	6-7a	:30	NM	2	\$5,000.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 MTWTF 2	<u>Rate</u> \$2,500.00				
N 3 WMUR07/27/12 08/02/12 7a Weekend Daybreak	7-9a	:30	NM	2	\$1,400.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 SS 2	<u>Rate</u> \$700.00				
N 4 WMUR07/27/12 08/02/12 News 9 at Noon	12-1230p	:30	NM	1	\$1,000.00
NON-PREEMPTIBLE Start Date End Date Week: 07/27/12 08/02/12 Weekdays MTWTF 1	Rate \$1,000.00				
N 5 WMUR07/27/12 08/02/12 News 9 at 5	5-6p	:30	NM	2	\$5,000.00
NON-PREEMPTIBLE Start Date End Date Week: 07/27/12 08/02/12 Weekdays MTWTF 2 Spots/Week	Rate \$2,500.00				
N 6 WMUR07/27/12 08/02/12 News 9 at 6	6-7p	:30	NM	4	\$16,000.00
NON-PREEMPTIBLE Start Date End Date Week: 07/27/12 08/02/12 Weekdays MTWTF 4 Spots/Week	Rate \$4,000.00				
N 7 WMUR07/27/12 08/02/12 Chronicle NH	7-730p	:30	NM	5	\$7,000.00
NON-PREEMPTIBLE Start Date End Date Week: 07/27/12 08/02/12 Usekdays Spots/Week	Rate \$1,400.00				
N 8 WMUR07/27/12 08/02/12 Entertainment Tonight	730-8	:30	NM	4	\$5,600.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week	Rate				

^{(*} Line Transactions: N = New, E = Edited, D = Deleted)

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WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revision	Alt Order #
	936783 / 2	
Contract Dates	Product	Estimate #
)7/27/12 - 08/1 _{0/12}	issue	2890

Original Date / Revision Advertiser 08/06/12 / 08/06/12 Republican National Com

	Kep	oublican National Com	25,00,12 / 00	-
		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 MFWFF 4	Rate \$1,400.00			_
N 9 WMUR07/30/12 07/30/12 Bachelor Pad	Prime Other	:30	NM 1	\$2,800.00
NON-PREEMPTIBLE				
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 1 1	<u>Rate</u> \$2,800.00			
N 10 WMUR07/30/12 07/30/12 Glass House	10-11p	:30	NM 1	\$2,800.00
NON-PREEMPTIBLE				
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 1 1	<u>Rate</u> \$2,800.00			
N 11 WMUR07/31/12 07/31/12 Middle/Last Man Standing	8-9p	:30	NM 2	\$6,000.00
NON-PREEMPTIBLE	.			
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 -2 2	Rate \$3,000.00			
N 12 WMUR07/31/12 07/31/12 Trust Us	9-10p	:30	NM 2	\$6,000.00
NON-PREEMPTIBLE	Data			
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 -2 2	<u>Rate</u> \$3,000.00			
Spot Ch Date Range Description	Start/End Time	Weekdays Length Rate	Туре	
1 WMUR 07/27/12-08/02/12 Trust Us	9-10p	-Tu :30 \$3,000.00	NM	
See MG 12.3,12.4		_		
2 WMUR 07/27/12-08/02/12 Trust Us See MG 12.3.12.4	9-10p	- Tu :30 \$3,000.00	NM	
3 WMUR 07/31/12-07/31/12 Wipeout	9-10p	- Tu :30 \$3,000.00	NM	
⊕ MG for 12.1,12.2		70,000.00		
program change	0.40	m oo 00 000 00	, , , ,	
4 WMUR 07/31/12-07/31/12 Wipeout M MG for 12.1,12.2	9-10p	- Tu :30 \$3,000.00	NM	
program change				
N 13 WMUR07/31/12 07/31/12 NY Med	10-11p	:30	NM 1	\$3,000.00
NON-PREEMPTIBLE	·			
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 -1 1	<u>Rate</u> \$3,000.00			
N 14 WMUR08/01/12 08/01/12 Middle/Suburgatory	8-9p	:30	NM 1	\$4,200.00
NON-PREEMPTIBLE	5	.00		ψ.,200.00
Start Date	Rate			
Week: 07/27/12 08/02/121 1	\$4,200.00			
N 15 WMUR08/01/12 08/01/12 Final Witness	10-11p	:30	NM 1	\$2,800.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week	Poto			
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 1 1	<u>Rate</u> \$2,800.00			
N 16 WMUR07/27/12 07/27/12 Shark Tank	8-9p	:30	NM 1	\$2,800.00
NON-PREEMPTIBLE	Dete			
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 1 1	<u>Rate</u> \$2,800.00			
N 17 WMUR07/29/12 07/29/12 AFHV	7-8p	:30	NM 1	\$3,000.00
NON-PREEMPTIBLE	. op	.00	14141	ψο,σσσ.σσ
Start Date	Rate			
Week: 07/27/12 08/02/121 1	\$3,0000.00		ı	

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WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revision	Alt Order #
	936783 / 2	
Contract Dates	Product	Estimate #
07/27/12 - 08/10/12	issue	2890
	•	

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	TypeS	Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate				
N 18 WMUR07/27/12 08/02/12 News 9 at 11	11-11:35p	:30	NM	7	\$24,500.00
NON-PREEMPTIBLE	•				
Start Date End Date Weekdays Spots/Week	Rate				
Week: 07/27/12 08/02/12 1111111 7	\$3,500.00				
N 19 WMUR07/27/12 08/02/12 Nightline	1135p-1206a	:30	NM	5	\$2,500.00
NON-PREEMPTIBLE	Data				
Start Date End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 11111 5	<u>Rate</u> \$500.00				
	·	:30	NM	2	£450.00
N 20 WMUR07/27/12 08/02/12 Jimmy Kimmel NON-PREEMPTIBLE	1205-105a	.30	INIVI	3	\$450.00
Start Date End Date Weekdays Spots/Week	Rate		1		
Week: 07/27/12 08/02/12 MTWTF 3	\$150.00				
N 21 WMUR07/27/12 08/02/12 Good Morning America	7-9a	:30	NM	2	\$4,000.00
NON-PREEMPTIBLE					* ,
Start Date End Date Weekdays Spots/Week	<u>Rate</u>		Ī		
Week: 07/27/12 08/02/12 MTWTF 2	\$2,000.00				
N 22 WMUR07/28/12 07/29/12 6a Weekend Daybreak	Sa/Su 6-7a	:30	NM	2	\$900.00
NON-PREEMPTIBLE	_				
Week: 07/27/12 End Date Weekdays Spots/Week 2 08/02/12SS 2	<u>Rate</u> \$450.00				
	·				0.4 400 00
N 23 WMUR07/28/12 07/29/12 Weekend GMA	9-10a	:30	NM	2	\$1,400.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week	Rate				
Week: 07/27/12 08/02/12 SS 2	\$700.00				
N 24 WMUR07/27/12 08/02/12 KELLY LIVE DAY	9AM-10AM	:30	NM	2	\$1,200.00
NON-PREEMPTIBLE					* 1,=00100
Start Date	<u>Rate</u>		Ī		
Week: 07/27/12 08/02/12 MTWTF 2	\$600.00				
N 25 WMUR07/27/12 08/02/12 Nate Berkus	10-11a	:30	NM	1	\$400.00
NON-PREEMPTIBLE	_				
Week: 07/27/12 End Date Weekdays Spots/Week Week: 07/27/12 08/02/12 MTWTF 1	<u>Rate</u> \$400.00				
	· · · · · · · · · · · · · · · · · · ·			_	^.
N 26 WMUR07/27/12 08/02/12 ELLEN EF	4PM-5PM	:30	NM	3	\$1,500.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week	Rate				
Week: 07/27/12 08/02/12 MTWTF 3	\$500.00				
N 27 WMUR07/28/12 07/29/12 6p News 9 Weekend	6-7p	:30	NM	2	\$3,000.00
NON-PREEMPTIBLE	٥.۴	100		_	ψο,σσσ.σσ
Start Date End Date Weekdays Spots/Week	Rate		i		
Week: 07/23/12 07/29/1211 2	\$1,500.00				
N 28 WMUR08/03/12 08/10/12 5a Daybreak	5-6a	:30	NM	2	\$3,000.00
NON-PREEMPTIBLE					
Start Date End Date Weekdays Spots/Week	Rate				
Week: 08/03/12 08/09/12 MTWTF 1 Week: 08/10/12 08/16/12 F 1	\$1,50 <u>0.00</u> \$1,500.00				
		.20	h 15 4	^	Φ 7 Ε00 00
N 29 WMUR08/03/12 08/09/12 6a Daybreak	6-7a	:30	NM	3	\$7,500.00
NON-PREEMPTIBLE					

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Week: 08/03/12

08/09/12

WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revision 936783 / 2	Alt Order #
Contract Dates	Product	Estimate #
07/27/12 - 08/10/12	issue	2890

Advertiser	Original Date / Revision
Republican National Com	08/06/12 / 08/06/12

Spots/ *Line Ch Start Date End Date Description Start/End Time Length Week Type Spots Days Rate Amount Start Date **End Date** Weekdays Spots/Week Rate Week: 08/03/12 08/09/12 MTWTF- -3 \$2,500.00 30 WMUR08/04/12 08/05/12 7a Weekend Daybreak 7-9a :30 NM 2 \$1,400.00 NON-PREEMPTIBLE Start Date **End Date** Weekdays Spots/Week Rate \$700.00 Week: 08/03/12 08/09/12 31 WMUR08/03/12 08/09/12 News 9 at Noon 12-1230p :30 NM \$1,000.00 1 NON-PREEMPTIBLE Weekdays Start Date **End Date** Spots/Week Rate Week: 08/03/12 08/09/12 MTWTF--\$1,000.00 32 WMUR08/03/12 08/10/12 News 9 at 5 5-6p :30 NM 3 \$7,500.00 NON-PREEMPTIBLE Start Date **End Date** Weekdays Spots/Week Rate Week: 08/03/12 08/09/12 MTWTF- -\$2,500.00 2 ---- F--Week: 08/10/12 08/16/12 \$2,500.00 1 WMUR08/03/12 08/10/12 News 9 at 6 6-7p :30 NM 5 \$20,000.00 NON-PREEMPTIBLE Weekdays Start Date **End Date** Spots/Week Rate MTWTF--Week: 08/03/12 08/09/12 4 \$4,000.00 ---F--\$4,000.00 Week: 08/10/12 08/16/12 WMUR08/03/12 08/09/12 Chronicle NH 7-730p :30 NM 5 \$7,000.00 NON-PREEMPTIBLE Start Date **End Date** Weekdays Spots/Week Rate 08/09/12 Week: 08/03/12 11111--\$1,400.00 N 35 WMUR08/03/12 08/09/12 **Entertainment Tonight** 730-8 :30 NM \$5,600.00 NON-PREEMPTIBLE Start Date Weekdays **End Date** Spots/Week Rate Week: 08/03/12 08/09/12 MTWTF--4 \$1,400.00 WMUR08/06/12 36 08/06/12 **Bachelor Pad** Prime Other :30 NM \$2,800.00 NON-PREEMPTIBLE Start Date **End Date** Weekdays Spots/Week Rate Week: 08/03/12 08/09/12 \$2,800.00 WMUR08/06/12 08/06/12 Glass House 10-11p :30 NM \$2,800.00 NON-PREEMPTIBLE Start Date **End Date** Weekdays Spots/Week Rate Week: 08/03/12 08/09/12 \$2,800.00 1----1 38 WMUR08/07/12 :30 NM 2 08/07/12 Middle/Last Man Standing 8-9p \$6,000.00 NON-PREEMPTIBLE Spots/Week Start Date **End Date** Weekdays Rate Week: 08/03/12 08/09/12 \$3,000.00 - 2- - - -2 39 WMUR08/07/12 08/07/12 Wipeout 9-10p .30 NM 2 \$6,000.00 NON-PREEMPTIBLE Start Date **End Date** Spots/Week Weekdays Rate Week: 08/03/12 \$3,000.00 08/09/12 - 2- - - -2 WMUR08/07/12 08/07/12 NY Med 10-11p :30 NM 1 \$3,000.00 NON-PREEMPTIBLE **End Date** Spots/Week Start Date Weekdays Rate

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\$3,000.00

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	Contract / Revision	Alt Order #
	936783 / 2	
Contract Dates	Product	Estimate #
07/27/12 - 08/10/12	issue	2890

 Advertiser
 Original Date / Revision

 Republican National Com
 08/06/12 / 08/06/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rat	te TypeS	pots	Amount
Start Date End Date Weekdays Spots/Week	Rate				
N 41 WMUR08/08/12 08/08/12 Middle/Suburgatory	8-9p	:30	NM	1	\$4,200.00
NON-PREEMPTIBLE					
Start Date End Date Weekdays Spots/Week	Rate				
Week: 08/03/12 08/09/121 1	\$4,200.00				
N 42 WMUR08/08/12 08/08/12 Final Witness	10-11p	:30	NM	1	\$2,800.00
NON-PREEMPTIBLE	- .				
Week: 08/03/12 End Date Weekdays Spots/Week 08/09/12 1 1	<u>Rate</u> \$2,800.00				
		.20	NIM		# 0.000.00
N 43 WMUR08/03/12 08/03/12 Shark Tank	8-9p	:30	NM	1	\$2,800.00
NON-PREEMPTIBLE Start Date	Rate				
Week: 08/03/12 08/09/121 1	\$2,800.00				
N 44 WMUR08/05/12 08/05/12 AFHV	7-8p	:30	NM	1	\$3,000.00
NON-PREEMPTIBLE	- 1				*-,
Start Date End Date Weekdays Spots/Week	<u>Rate</u>				
Week: 08/03/12 08/09/121 1	\$3,000.00				
N 45 WMUR08/03/12 08/10/12 News 9 at 11	11-11:35p	:30	NM	8	\$28,000.00
NON-PREEMPTIBLE					
Start Date End Date Weekdays Spots/Week Week: 08/03/12 08/09/12 11111111 7	<u>Rate</u> \$3,500.00				
Week: 08/10/12 08/16/121 1	\$3,500.00				
N 46 WMUR08/03/12 08/10/12 Nightline	1135p-1206a	:30	NM	6	\$3,000.00
NON-PREEMPTIBLE	1133p-1200a	.50	INIVI	O	φ3,000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 08/03/12 08/09/12 11111 5	\$500.00		Ī		
Week: 08/10/12	\$500.00				
N 47 WMUR08/03/12 08/10/12 Jimmy Kimmel	1205-105a	:30	NM	4	\$600.00
NON-PREEMPTIBLE					
Week: 08/03/12 End Date Weekdays Spots/Week 08/09/12 MTWTF 3	Rate				
Week: 08/03/12 08/09/12 MTWTF 3 Week: 08/10/12 08/16/12F 1	\$15 0.00 \$150.00				
	·	00	NIN 4	0	# 0.000.00
N 48 WMUR08/03/12 08/10/12 Good Morning America NON-PREEMPTIBLE	7-9a	:30	NM	3	\$6,000.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 08/03/12 08/09/12 MTWTF 2	\$2,000.00				
Week: 08/10/12	\$2,000.00				
N 49 WMUR08/04/12 08/05/12 6a Weekend Daybreak	Sa/Su 6-7a	:30	NM	2	\$900.00
NON-PREEMPTIBLE					
Start Date End Date Weekdays Spots/Week	Rate				
Week: 08/03/12 08/09/12SS 2	\$450.00				
N 50 WMUR08/04/12 08/05/12 Weekend GMA	9-10a	:30	NM	2	\$1,400.00
NON-PREEMPTIBLE	Doto				
Week: 08/03/12 End Date Weekdays Spots/Week 2 Section 2	<u>Rate</u> \$700.00				
N 51 WMUR08/03/12 08/09/12 KELLY LIVE DAY	9AM-10AM	:30	NM	2	\$1,200.00
NON-PREEMPTIBLE	AUNI- I OUIN	.50	INIVI	۷	ψ1,200.00
Start Date End Date Weekdays Spots/Week	Rate				
			-		

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07/27/12 - 08/10/12	issue	2890		
Advertiser		Original Date / Revision		
Republican National Com		08/06/12 / 08/06/12		

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Week:Start Date 08/03/12End Date 08/09/12Weekdays MTWTFSpots/Week 	<u>Rate</u> \$600.00			
N 52 WMUR08/03/12 08/09/12 Nate Berkus	10-11a	:30	NM 1	\$400.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week Week: 08/03/12 08/09/12 MTWTF 1	Rate \$400.00			
N 53 WMUR08/03/12 08/09/12 ELLEN EF	4PM-5PM	:30	NM 3	\$1,500.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week Week: 08/03/12 08/09/12 MTWTF 3	<u>Rate</u> \$500.00			
N 54 WMUR08/04/12 08/05/12 6p News 9 Weekend	6-7p	:30	NM 2	\$3,000.00
NON-PREEMPTIBLE Start Date End Date Weekdays Spots/Week Week: 07/30/12 08/05/12 11 2	<u>Rate</u> \$1,500.00			
		Totals	131	\$249,650.00

Time Period	# of Spots	Gross Amount	Net Amount
06/25/12 -07/29/12	19	\$27,550.00	\$23,417.50
07/30/12 -08/10/12	112	\$222,100.00	\$188,785.00
Totals	131	\$249,650.00	\$212,202.50

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Ad vertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2 TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon no fice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives no fice of can cellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCA ST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broad cast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agencyshall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agen oy and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agencys and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereo f

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commerci.
	nished by the Agencyin connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broad casts exc	ept after its prior approval.

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has there to fore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming in solvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts the reafter. Station is not required to broadcast here under for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]